

**A G E N D A**  
**RIO DELL CITY COUNCIL**  
**SPECIAL MEETING - 5:00 P.M.**  
**TUESDAY, APRIL 3, 2012**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE, RIO DELL**

*WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

**THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS**

A. CALL TO ORDER

B. ROLL CALL

C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED CLOSED SESSION AS FOLLOWS:  
**5:00 P.M.**

1) 2012/0403.01 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(a) Name of Case:  
Steven and Sharon Wolff v. City of Rio Dell, Humboldt Superior  
Court Case No. CV120162

1) 2012/0403.02 - CONFERENCE WITH LABOR NEGOTIATOR; the City's Designated  
Representative City Manager Ron Henrickson, Pursuant to Government  
Code Section 54957.6 Concerning Rio Dell Police Officers' Association,  
Rio Dell Employees' Association, and Contract Employees

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION

G. ORAL ANNOUNCEMENTS

H. STUDY SESSIONS - 5:30 P.M.

1) 2012/0403.03 - Wildwood Ave. Streetscape Design

I. PLEDGE OF ALLEGIANCE – 6:30 P.M.

J. CEREMONIAL

K. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 5 minutes.*

L. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

1) 2012/040303 - Approve Minutes of the March 20, 2012 Regular Meeting (**ACTION**)

M. SPECIAL PRESENTATIONS

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) "SPECIAL CALL ITEMS" from Consent Calendar

2) 2012/0403.04 - Public Hearing on Unmet Transit Needs (**ACTION**)

3) 2012/0403.05 - Review/Discussion of Animal Control Fees (**RECEIVE & FILE**)

4) 2012/0403.06 - Discussion Regarding HCAOG Expanded Membership (**DISCUSSION**)

5) 2012/0403.07 - Amendment of Existing Joint Use Agreement between the Rio Dell School District and the City (**ACTION**)

6) 2012/0403.08 - Approve HDR Engineering Contract Amendment No. 2 for Construction Administration of the Wastewater Treatment Upgrade & Disposal Project in an Amount not to Exceed \$317,998. (**ACTION**)

7) 2012/0403.09 - Approve Contract with Hirtzer Inspection Services for Construction Management and Inspection Services of the Wastewater Upgrade & Disposal Project in an Amount not to Exceed \$324,000 (**ACTION**)

O. ORDINANCES/SPECIAL RESOLUTIONS

- 1) 2012/0403.10 - Introduction and First Reading (by title only) of Ordinance No. 289-2012 Related to Election/Political Sign Regulations **(ACTION)**
- 2) 2012/0403.11 - Approve Resolution No. 1148-2012 Approving Mid-Year Budget Amendments **(ACTION)**
- 3) 2012/0403.12 - Approve Resolution No. 1149-2012 Approving Submittal of Application to RCAC for Bridge Financing on the Wastewater Treatment Upgrade and Disposal Project **(ACTION)**
- 4) 2012/0403.13 - Introduction and First Reading (by title only) of Ordinance No. 287-2012 Animal Care and Control Ordinance **(ACTION)**
- 5) 2012/0403.14 - Approve Resolution No. 1150-2012 Reaffirming the Existing Fence Regulations, Ordinance No. 167 **(ACTION)**

P. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED CLOSED SESSION AS FOLLOWS:

S. PUBLIC COMMENT REGARDING CLOSED SESSION

T. RECESS INTO CLOSED SESSION

U. RECONVENE INTO OPEN SESSION

V. ORAL ANNOUNCEMENTS

W. ADJOURNMENT

*The next Regular meeting will be on April 17, 2012  
at 6:30 PM in the City Council Chambers*

**RIO DELL CITY COUNCIL  
CLOSED SESSION  
REGULAR MEETING  
MARCH 20, 2012  
MINUTES**

The Closed Session/Regular Meeting of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Woodall.

**ROLL CALL:** Present: (Closed Session) Mayor Woodall, Councilmembers Leonard, Marks, Thompson and Wilson, City Manager Henrickson, Attorneys Russ Gans and Nick Kloeppel

(Regular Meeting) Mayor Woodall, Councilmembers Leonard, Marks, Thompson and Wilson

Others Present: City Manager Henrickson, Chief of Police Hill, Finance Director Beauchaine, Community Development Director Caldwell, and City Clerk Dunham

Absent: Water Superintendent Jensen and Wastewater Superintendent Chicora (excused)

**ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:**

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

Pursuant to Government Code Section 54956.9(a)

Name of Case: Steven and Sharon Wolff v. City of Rio Dell

Humboldt Superior Court Case No. CV120162

Mayor Woodall announced the Council would be adjourning to closed session to discuss the above matter and asked for public comment. There being no public comment, the Council adjourned to closed session at 5:30 p.m. The closed session ended at 6:20 p.m.

The regular meeting reconvened at 6:30 p.m. Mayor Woodall announced there was no reportable action taken in closed session.

**PUBLIC PRESENTATIONS**

**Art Cassel**, 560 Gunnerson Lane addressed the Council regarding what he referred to as excessive noise levels caused by the pumps, motors and blowers at the wastewater treatment plant. He said he had spoken to the City Manager back in August and expressed his concern and was told that the noise would be mitigated with construction of the new wastewater treatment plant. He said since construction has not yet begun he thought it would be the perfect



## MARCH 20, 2012 MINUTES

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opportunity for the City to make sure the proper engineering procedures are followed to address potential noise levels in accordance with the City's Noise Element.

City Manager Henrickson said when he spoke to Mr. Cassel in August, he believed construction of the wastewater treatment plant was eminent yet it has taken until now to finally get the project underway, stating that construction was scheduled to begin in about a week.

Councilmember Thompson asked for clarification as to the source of the noise; Mr. Cassel said the majority of the noise was coming from the blowers and a small portion of the noise from the water building.

**Deborah Bare** addressed the Council regarding the proposed Street Improvement Project and said it was her understanding that a slurry seal was planned for Berkeley Street and asked the Council to consider approving asphalt overlay instead because of the increased truck traffic going to the PG&E substation. She said she also understood that the life of a slurry seal was only 2 years.

City Manager Henrickson explained the street repairs were determined according to the Engineer's specifications and noted a typical slurry seal coat is expected to last between 7 and 10 years.

### CONSENT CALENDAR

Mayor Woodall announced the items to be approved on the consent calendar and asked the staff, the public and the Council members if there was anyone who wished to have any item removed from the consent calendar for separate discussion.

Motion was made by Leonard/Thompson to approve the consent calendar including approval of minutes of the March 6, 2012 regular meeting. Motion carried 5-0.

### SPECIAL PRESENTATIONS

#### Mid-Year Budget Review & Proposed Amendments

Finance Director Beauchaine stated presented in the packet for Council review were both the Citywide Operations and Capital Budget Variance Report and the Combined Balance Sheet for the period ending December 31, 2011.

She continued with a power point presentation on the Operations and Capital Budget Mid-Year Review for Fiscal Year 2011-2012. She reported to date the City has received 45% of combined anticipated revenues, and expended 48% of combined funds appropriated for the year. She said net assets have increased by \$435,000 in comparison to the prior year and overall, the City's budget projections are on target.

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Councilmember Marks asked for clarification on the anticipated \$435,000 increase in assets; Finance Director Beauchaine explained that some of the increase was related to cash but a lot of it was related to project construction in progress.

Finance Director Beauchaine stated that building permit activity decreased in comparison to the prior year and staff was uncertain if it would pick up during the last half of the year.

She also reported that the City received an unanticipated SCORE JPA Dividend of \$94,406 which was disbursed to the appropriate funds. She said she would be coming back to the Council with a request for a budget amendment to incorporate these revenues into the current budget.

Moving on to Special Revenue Funds, she reported that the State of California approved continued funding for the COPS/CHRP Program that was not included in the budget and as a result would be requesting a budget amendment of \$84,000 to incorporate the CHRP Funds into the budget.

She reported Water Expenditures proportionately high totaling 56% of funds projected due to a significant increase in maintenance and repairs.

She said overall, no expenditure amendments are being requested at this time and conservative spending measures will be implemented in an attempt to incorporate the unplanned expenditures into the budget. In the event the costs are not able to be absorbed, staff will be requesting an amendment likely at the end of the year.

In closing, Finance Director Beauchaine said she would be coming back to the Council with a resolution at the next meeting recommending a total revenue budget amendment of \$98,590.58.

Councilmember Marks stated she had a couple of citizens question the new rate for water and sewer customer deposits and asked if the finance department could produce a report that reflects the amount of bad debt write-offs for 2010 and 2011.

Finance Director Beauchaine referred to the Budget Variance Report submitted in the council packet which showed bad debt as of mid-year at \$7,400. She agreed to submit a report in the next agenda packet as a "receive and file" item.

Councilmember Marks said she also received questions about the automatic 3% increase in water and sewer service charges and was asked how much annual revenue the increase generated; Finance Director Beauchaine said the 3% increase in water will generate approximately \$18,000. She said she would also include that data in the report.

Councilmember Thompson asked if it would be beneficial to the City to implement a program to accept credit/debit card payments.

Finance Director Beauchaine stated she analyzed the potential demand and found that although it would be convenient for some citizens, the majority of the citizens would not use it. The idea has been on the “back burner” for some time and hasn’t materialized due to added cost and the necessary software upgrade. Also, the City would be required to solicit Request for Proposals from the various companies that offer the service.

City Manager Henrickson noted that there are fees associated with having credit/debit machines which would drive up consumer costs.

City Manager Henrickson commented that the City is in good financial shape in terms of this budget.

### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

#### Public Hearing on Unmet Transit Needs

City Manager Henrickson stated each year HCAOG recommends each entity conduct a public hearing to receive comments specific to their jurisdiction for inclusion in the Unmet Needs Report of Findings.

A public hearing was opened at 7:05 p.m. to receive public comment on unmet transit needs.

**Sharon Wolff** commented that with the current gas prices, she would like to be able to take the bus more often but due to limited runs it was not possible. She said if the schedule was expanded to include more runs including runs to the College of the Redwoods, there would be more people taking advantage of the bus service.

There being no further public comment, the public hearing closed at 7:06 p.m.

#### Public Hearing Regarding Application for USDA Loan for the Purpose of Completing a Street Improvement Program

City Manager Henrickson stated the City is proposing to apply for U.S. Department of Agriculture (USDA) funding in the amount of \$2 million for the purpose of completing a street improvement project. He said the funding is proposed to be repaid by a city wide assessment on all properties over a 15 year period. In order to assess properties, a ballot measure will appear on the June 5, 2012 primary election (Measure X) which requires 66% voter approval.

He said the public is encouraged to offer comment regarding the proposed project and USDA funding application. Following the public hearing tonight will be additional public meetings to solicit input and inform property owners about specific information related to the proposed assessment.

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A public hearing was opened at 7:08 p.m. to receive public comment on the proposed project and USDA funding application.

There being no public comment, the public hearing closed at 7:09 p.m.

**ORDINANCES/SPECIAL RESOLUTIONS**

Discussion of Draft Ordinance No. 289-2012 Related to Election/Political Sign Regulations

Community Development Director stated staff discovered that the City does not have specific regulations regarding election or political signs. As a result he created a table representing regulations established by other cities in the County. He prepared a draft ordinance for discussion and comment. His recommendation was that signs be allowed to be displayed up to 60 days before a scheduled election and removed within 10 after the election (per the California Election Code); they be limited to 4 square feet and that no more than 4 signs be allowed on any 1 parcel. He also recommended that signs not be illuminated, including motion and/or flashing lights. In addition, it was recommended that if a sign is not removed within the adopted time frame, the sign will be removed by City staff at the expense of the political candidate or organization involved.

Community Development Director Caldwell said at this time he is asking for Council comments regarding the proposed ordinance. Those comments will then be passed on to the Planning Commission at their March 28<sup>th</sup> meeting at such time they will be given the opportunity to comment on the proposed ordinance and be asked to make recommendation to the City Council. The draft ordinance will then come back to the Council on April 3<sup>rd</sup> for introduction, followed by adoption on April 17<sup>th</sup>. The ordinance will become effective 30 days after adoption.

Councilmember Thompson referred to Item (b) of the draft ordinance regarding the size of signs being limited to 4 square feet and asked for clarification if the intent is to have signs be 1 by 4 feet in size.

Community Development Director explained the intent is to not have signs be more than 48 inches high but they can be any configuration provided they do not exceed 4 square feet.

Councilmember Wilson referred to Item (d) which states that signs must be freestanding and asked if that means that signs cannot be placed on fences.

Community Development Director Caldwell explained the problem is that if a fence is closer than 6 feet from the curb, the placement of the sign on the fence would be in violation of the ordinance under Item (f). Otherwise, he didn't see it as a problem.

Councilmember Wilson noted there are a lot of fences throughout the City that are built up to the back edge of the sidewalk.

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Community Development Director Caldwell said he had no objection with removing the 6 foot restriction provided it does not impair visibility.

City Manager Henrickson asked the Council to consider the ramifications if signs are allowed on fences stating that you could end up with a line of signs along a right-of-way, which is typically why it is not permitted.

Community Development Director Caldwell suggested the item be forwarded to the Planning Commission for discussion.

Consensus of the Council was that the comments and suggestions be given to the Planning Commission with their recommendation back to the Council on April 3<sup>rd</sup>.

#### Approve Resolution No. 1147-2012 USDA Authorized Representative Resolution

City Manager Henrickson said in the event Measure X is approved by the voters on June 5<sup>th</sup>, the City must have designated authorized representatives to sign and file the USDA Funding Application on behalf of the City.

Motion was made by Leonard/Wilson to approve *Resolution No, 1147-2012 USDA Authorized Representative Resolution*. Motion carried 5-0.

### REPORTS/STAFF COMMUNICATIONS

City Manager Henrickson reported on recent meetings and activities and said he was in receipt of an invoice from the League of California Cities in the amount of \$2,300 for annual membership dues and said the Council determined last year that the City was not in the financial position to continue membership and asked for guidance from the Council on how they would like to proceed. The consensus of the Council was to not renew membership at this time.

City Manager Henrickson then stated that he met with the Fire Chief with the idea of exploring the possibility of establishing one-way streets on First, Second and Third Ave. and said the fire department is in support of the idea. With Council concurrence, staff will send out a flyer to local residents and schedule public meetings to discuss the matter further. The consensus of the Council was to move forward with the idea.

Lastly, he stated that in conjunction with Measure X, he prepared an argument in favor of the measure to be placed in the Sample Ballot Booklet and presented a copy to Council for review and comment. He said the Council has the option of deciding who should sign the argument. The consensus of the Council was to have the Mayor sign on behalf of the City Council.

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Chief of Police Hill reported on recent activity in the police department and said the Open Gym Basketball Program was gearing up to begin next week and said Andrew Gonzales had volunteered to assist with the program and completed the background check. Also, he said he attended National Incident Management System (NIMS) training and there are a series of compliance classes that staff and Council will be required to take to better understand roles and responsibilities in the event of a disaster.

Community Development Director Caldwell reported on recent activity in the community development department and said he attended a very good training on NEPA (National Environmental Policy Act) in San Francisco and also attended CEQA training a couple of weeks ago that basically had to do with case law. He said on the March 28<sup>th</sup> Planning Commission agenda will be the request from Andy Albin for a zoning reclassification of the parcel located on the corner of Wildwood Ave. and Painter St.; and the proposed ordinance related to election/political signs.

Finance Director Beauchaine reported on recent activity in the finance department and said she attended a CSFMO meeting in Anaheim and heard a good presentation from an economist in regard to the State and U.S. economy and said if Councilmembers were interested she would download the presentation for their review. She also reported that she received a copy of the draft audit and once she completed her MD&A she would be presenting it to the Council; she was working on the USDA and bridge financing applications; working on the 2012-2013 Budget; and announced she had one employee in the finance department who will be retiring on May 25<sup>th</sup> and another going on maternity leave so will more than likely be hiring a temporary employee for the front office.

### **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Marks asked if staff is still considering implementing a consumption base sewer rate; Finance Director Beauchaine said she had been in contact with Rebecca Crow at GHD and she had been working with AccuFund and will be bringing a proposal to the Council for consideration.

Mayor Woodall asked if the date for the Annual Spring Clean-Up had been scheduled and commented that she noticed some properties that are in need of clean up and asked if those owners could be notified of the date; City Clerk Dunham commented that the Spring Clean-Up was scheduled for Mother's Day weekend.

Mayor Woodall reported that on the next Humboldt Transit Authority (HTA) agenda, there is a recommended action to approve the contract between Attorney Nancy Diamond and HTA for legal services. She expressed concern that no Requests for Proposals (RFP'S) were sent out and that there may be a possible conflict of interest due to her contract for legal services with other agencies.

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Mayor Woodall then reported on her attendance at the last HCAOG meeting and said the Tribes are asking for membership to HCAOG and suggested an item be placed on the next council agenda regarding expanded HCAOG membership.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 7:37 p.m. to the April 3, 2012.

Attest:

\_\_\_\_\_  
Julie Woodall, Mayor

\_\_\_\_\_  
Karen Dunham, City Clerk

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*675 Wildwood Avenue  
Rio Dell, CA 95562*



**TO:** Mayor and Members of the City Council

**FROM:** Ron Henrickson, City Manager

**THROUGH:** Karen Dunham, City Clerk

**DATE:** April 3, 2012

**SUBJECT:** Unmet Transit Needs Public Hearing

#### **RECOMMENDATION**

Open public hearing and receive input on any unmet transit needs in the community. Close the public hearing and make a motion to direct staff to send a letter to Humboldt County Association of Governments (HCOAG) relaying the comments made during the public hearing regarding unmet transit needs.

#### **BACKGROUND AND DISCUSSION**

Each spring the Humboldt County Association of Governments (HCOAG), as the Regional Transportation Planning Agency (RTPA) conducts a citizen participation process to assess unmet transit needs within Humboldt County. This annual "unmet transit needs" process helps HCOAG properly apply funds provided by the Transportation Development Act. HCOAG will hold a public hearing for community members to express any unmet needs they have for specific public transit and paratransit service.

In addition to the County unmet transit needs hearing, HCOAG recommends each entity conduct a separate hearing to receive comments specific to their jurisdiction. Any public comments made at the local meeting will be sent to HCOAG and included in the Unmet Needs Report of Findings.



# Bus Rider, Non Bus Rider, & Dial-A-Ride Survey 2012

You can take this survey on-line: [www.hcaog.net](http://www.hcaog.net)

Do you need bus or Dial-A-Ride service that is not available?

The Humboldt County Association of Governments (HCAOG) wants your comments about taking the bus or Dial-a-Ride. If you don't take either, what would need to change in order for you to take public transit? Voice your "unmet transit needs" to help guide how local transportation budgets will be used for 2012-2013.

Name (optional): \_\_\_\_\_

E-mail/phone (optional): \_\_\_\_\_

(CIRCLE) age:            Under 16    16-24            25-54            55-64            65-75            76 +

I live in the town (or area) of: \_\_\_\_\_

I usually travel to (town or area): \_\_\_\_\_

(CIRCLE) I also travel to these areas:

Alderpoint Alton Arcata Bayside Blue Lake Briceland Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydesville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepc Whitethorn Weott Westhaven-Moonstone Willow Creek  
Arcata/Eureka Airport College of the Redwoods HSU Other: \_\_\_\_\_

(Check all that apply):

☐ I am blind or have low vision.

☐ I use a service animal.

☐ I use a cane or walker.

☐ I use a wheelchair.

☐ I use a scooter.

☐ I cannot afford Dial-A-Ride.

Other: \_\_\_\_\_

"I get to places by...

☐ Car/motorcycle.

☐ Riding with others.

☐ Bus.

☐ Dial-A-Ride.

☐ Walking.

☐ Biking.

Other: \_\_\_\_\_

I usually start my travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

I usually end my travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Over

I travel on: ☐ Mondays ☐ Tuesdays ☐ Wednesdays  
☐ Thursdays ☐ Fridays ☐ Saturdays ☐ Sundays

I travel to: ☐ school ☐ daycare ☐ work ☐ volunteer  
☐ shop ☐ medical ☐ fun Other: \_\_\_\_\_

I ride (check all that apply):  
☐ Amtrak and/or Greyhound ☐ Redwood Coast Transit (RCT)  
☐ Arcata-Mad River Transit (A&MRTS) ☐ Del Norte  
☐ Blue-Lake Rancheria Transit ☐ HCAR Caravan  
☐ Dial-A-Ride (HCAR or City Ambulance) ☐ Redwood Transit Service (RTS)  
☐ Eureka Transit Service (ETS) ☐ Southern Humboldt Local (by RTS)  
☐ Fortuna Senior Service ☐ Taxi cabs  
☐ Klamath-Trinity Non-Emergency Transportation (K-T Net) Other: \_\_\_\_\_

I do not ride the bus because: \_\_\_\_\_

I do not ride Dial-A-Ride because: \_\_\_\_\_

I ride the bus because: \_\_\_\_\_

I ride Dial-A-Ride because: \_\_\_\_\_

I would like to change this about the bus: \_\_\_\_\_

I would like to change this about Dial-A-Ride: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Thanks! We appreciate your comments.

Please return your survey to HCAOG by May 20, 2012.

Address: 611 I Street, Suite B, Eureka, CA 95501, Phone: (707) 444-8208

Fax: (707) 444-8319

Scan & email: [info@hcaog.net](mailto:info@hcaog.net)

# Encuesta 2012 de Dial-A-Ride, Pasajero del autobús, y persona que no son pasajeros de autobús

Usted puede tomar esta encuesta en línea: [www.hcaog.net](http://www.hcaog.net)

¿Necesita servicio de autobús o Dial-A-Ride que no está disponible?

La Asociación de Gobiernos de el Condado de Humboldt, (HCAOG) quiere sus opiniones acerca de su uso del autobús o de Dial-a-Ride. Si usted no usa el autobús, ¿qué tendría que cambiar para que usted tome el transporte público? Exprese sus "necesidades que no son satisfechas por el transporte" para ayudar a orientar cómo los presupuestos locales de transporte se utilizará para el 2012-2013.

Nombre (opcional): \_\_\_\_\_

Correo electrónico/teléfono (opcional): \_\_\_\_\_

(Ponga una rueda) Edad:    menos de 16    16-24    25-54    55-64    65-75    76 +

Yo vivo en la ciudad (o área) de: \_\_\_\_\_

Normalmente viajo a (la ciudad o zona): \_\_\_\_\_

(Ponga una rueda) También viajo a las siguientes áreas:

Alderpoint Alton Arcata Bayside Blue Lake Brice Land Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydesville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepet Whitethorn Weott Westhaven-Moonstone Willow Creek  
Aeropuerto de Arcata/Eureka College of the Redwoods HSU Otra: \_\_\_\_\_

(Marque lo que aplique) :

☐ Estoy ciego o con poca visión.

☐ Yo uso un animal de servicio.

☐ Uso un bastón o un andador.

☐ Yo uso una silla de ruedas.

☐ Puedo usar un scooter.

☐ No puedo pagar por Dial-A-Ride.

Otra: \_\_\_\_\_

"Llego a los lugares....

☐ Carro/motocicleta.

☐ Otras personas me transportan.

☐ Autobús.

☐ Dial-A-Ride.

☐ Camino.

☐ Uso bicicleta.

Otro: \_\_\_\_\_

Usualmente empiezo mis viajes en:

(ponga la horas) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Por lo general terminan mis viajes en:

(ponga las horas) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Vuélta

Viajo en: ☐ Lunes ☐ Martes ☐ Miercoles ☐ Domingos  
☐ Jueves ☐ Viernes ☐ Sabados

Viajo a: ☐ escuela ☐ la guarderia ☐ trabajo ☐ voluntario  
☐ compras ☐ doctores ☐ diversion Otra: \_\_\_\_\_

Para transportarme uso (Marque lo que aplique):

☐ Amtrak y /Greyhound ☐ Redwood Coast Transit (ECA)  
☐ Arcata-Mad River Transit (A&MRTS) ☐ Del Norte  
☐ Transito de Blue Lake Rancheria ☐ HCAR Caravana  
☐ Dial-A-Ride (HCAR o ambulancia) ☐ Redwood Transit Service (RTS)  
☐ Eureka Transit Service (ETS) ☐ Southern Humboldt Local (RTS)  
☐ Fortuna Senior Service ☐ Otras maneras \_\_\_\_\_  
☐ Transporte de Klamath-Trinity no urgente (KT Net)

No viajo en el autobús porque: \_\_\_\_\_  
\_\_\_\_\_

No viajo en Dial-a-Ride porque: \_\_\_\_\_  
\_\_\_\_\_

Yo viajo en el autobús porque: \_\_\_\_\_  
\_\_\_\_\_

Yo viajo en Dial-a-Ride porque: \_\_\_\_\_  
\_\_\_\_\_

Me gustaría cambiar esta situación sobre el autobús: \_\_\_\_\_  
\_\_\_\_\_

Me gustaría cambiar esta situación sobre Dial-a-Ride: \_\_\_\_\_  
\_\_\_\_\_

Comentarios adicionales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gracias! Apreciamos sus comentarios.

Por favor devuelva la encuesta de HCAOG el 20 de Mayo 2012.

Dirección: 611 I Street, Suite B, Eureka, CA 95501,

Teléfono: (707) 444 a 8208 Fax: (707) 444-8319

correo electrónico: [info@hcaog.net](mailto:info@hcaog.net)

# Bus Rider, Non Bus Rider, & Dial-A-Ride Survey 2012

(For Service Providers)

You can take this survey on-line: [www.hcaog.net](http://www.hcaog.net)

*Do your clients need bus or Dial-A-Ride services that are not available?*

The Humboldt County Association of Governments (HCAOG) wants your comments about taking the bus or Dial-a-Ride. Voice your "unmet transit needs" to help guide how local transportation budgets will be used for 2012-2013.

Agency Name: \_\_\_\_\_

E-mail/phone: \_\_\_\_\_

(CIRCLE)

Clients age group:      Under 16    16-24      25-54      55-64      65-75      76 +

Clients live in the town (or area) of: \_\_\_\_\_

Clients usually travel to (town or area): \_\_\_\_\_

(CIRCLE) Clients also travel to these areas:

Alderpoint Alton Arcata Bayside Blue Lake Briceland Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydesville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepet Whitethorn Weott Westhaven-Moonstone Willow Creek  
Arcata/Eureka Airport College of the Redwoods HSU Other: \_\_\_\_\_

Agency clients (Check all that apply):

\_\_\_ Clients who are blind or have low vision.

\_\_\_ Clients who use a service animal.

\_\_\_ Clients who use a cane or walker.

\_\_\_ Clients who use a wheelchair.

\_\_\_ Clients who use a scooter.

\_\_\_ Clients who cannot afford Dial-A-Ride.

Other: \_\_\_\_\_.

"Clients get to places by...

\_\_\_ Car/motorcycle.

\_\_\_ Riding with others.

\_\_\_ Bus.

\_\_\_ Dial-A-Ride.

\_\_\_ Walking.

\_\_\_ Biking.

Other: \_\_\_\_\_.

Clients usually start their travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Clients usually end their travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Over

Clients travel on: ☐ Mondays ☐ Tuesdays ☐ Wednesdays  
☐ Thursdays ☐ Fridays ☐ Saturdays ☐ Sundays

Clients travel to: ☐ school ☐ daycare ☐ work ☐ volunteer  
☐ shop ☐ medical ☐ fun Other: \_\_\_\_\_

Clients ride (check all that apply):  
☐ Amtrak and/or Greyhound ☐ Redwood Coast Transit (RCT)  
☐ Arcata-Mad River Transit (A&MRTS) ☐ Del Norte  
☐ Blue-Lake Rancheria Transit ☐ HCAR Caravan  
☐ Dial-A-Ride (HCAR or City Ambulance) ☐ Redwood Transit Service (RTS)  
☐ Eureka Transit Service (ETS) ☐ Southern Humboldt Local (by RTS)  
☐ Fortuna Senior Service ☐ Taxi cabs  
☐ Klamath-Trinity Non-Emergency Transportation (K-T Net) Other: \_\_\_\_\_

Clients do not ride the bus because: \_\_\_\_\_

Clients do not ride Dial-A-Ride because: \_\_\_\_\_

Clients ride the bus because: \_\_\_\_\_

Clients ride Dial-A-Ride because: \_\_\_\_\_

Clients would like to change this about the bus: \_\_\_\_\_

Clients would like to change this about Dial-A-Ride: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Thanks! We appreciate your comments.

Please return your survey to HCAOG by May 20, 2012.

Address: 611 I Street, Suite B, Eureka, CA 95501, Phone: (707) 444-8208

Fax: (707) 444-8319

Scan & email: [info@hcaog.net](mailto:info@hcaog.net)

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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



To: Honorable Rio Dell City Council  
From: Graham Hill, Chief of Police *GH*  
Through: Ron Henrickson, City Manager  
Date: April 3, 2012  
Subject: Animal Control Fees

### **Council Action**

Make any recommendations pursuant to the consensus of the Council and direct staff to bring the suggested fee/penalty structure back before the City Council in the form of a resolution.

### **Background**

I have been tasked with updating the animal control ordinance as well as develop current fees association with the ordinance in a separate resolution. Attached are recommended fees/penalties as well as the justification and an explanation of the methodology used for developing those fees and/or penalties.

Pursuant to direction from the City Manager at this point in time I have sought input and recommendations from the Planning Commission in regards to the suggested fee structure. The Commission did not have any recommendations and accepted the structure as recommended.

### **Budgetary Impact**

Currently the fees associated with the animal control functions of the city do not cover the costs. The fees as recommended are intended to cover program costs and in some cases penalize individuals who are out of compliance with the ordinance.

### **Recommendation**

Take action as recommended above.

Attachments

1. Recommended fees and formula used to determine associated fee
2. Justification and basis for associated fee
3. Fee comparison table



# Animal Control Fees/Penalties (Draft)

Average Billable Rate	48.4	ABRPD
Tag cost (per tag)	0.21	CPT
Materials cost - Certificate	0.25	MC
Billable hour - Planning	56	BRP
Billable hour - City Manager	87.5	BRCM
City Clerk	53	BRCC
Care of animal - food (24 hour increments)	0.82	Care Cost

Activity	Formula	Fee
Dog License	1/4 of average billable rate plus the cost of the tag	12.31
Replacement Tag	1/2 of license fee	6.155
Unaltered	1/4 of average billable rate plus the cost of the tag times two	24.62
Kennel License Fee	1/4 of BRP, BRCM, and BRCC, plus 1/2 of ABRPD plus \$0.25 for materials	73.575
Actual Costs	Average billable hourly rate of PD billed at 1/4 hour increments	48.4
Redemption/Impoundment	1 average billable hour at PD rate plus \$5 in materials	48.65
2nd Redemption/impoundment	one and one-half time the redemption fee	72.6
3rd redemption/impoundment	two times the redemption/impoundment fee	96.8
Redemption/impoundment unaltered male	Redemption fee plus 1/2 of average neuter costs (\$56.25 as of January 2012)	104.9
2nd Redemption/impoundment unaltered male	1.5 times Redemption fee plus 1/2 of average neuter costs (\$56.25 as of January 2012)	157.35
3rd redemption/impoundment unaltered male	2 times redemption fee plus 1/2 of average neuter costs (\$56.25 as of January 2012)	209.8
Redemption/impoundment unaltered female	Redemption fee plus 1/2 of average spay costs (\$65 as of January 2012)	113.65
2nd Redemption/impoundment unaltered female	1.5 times Redemption fee plus 1/2 of average neuter costs (\$65 as of January 2012)	170.475
3rd redemption/impoundment unaltered female	2 times redemption fee plus 1/2 of average neuter costs (\$65 as of January 2012)	227.3
Quarantine fee at Rio Dell facility	Care cost plus 1/2 of average billable hour (PD) rate for each day of quarantine	242.82
Quarantine fee at alternate facility	Actual cost charged by alternate facility plus one average billable hour (PD)	
Quarantine at owners property	minimum of 1/4 of average billable PD rate for each day of quarantine	121
Euthanasia Fee	1 billable hour at average of PD rate	48.4

## Justification and Basis for Fees

**Billable Rate:** This is the per hour cost for a specific employee based on a document provided by the Finance Director of the City of Rio Dell. This information is updated annually by the Finance Department.

**Average Billable Rate for the Police Department:** There are five full time employees that work for the police department who are all tasked with processing animal control documents and licensing. Therefore the billable rate of the entire department is averaged and this is the number used to determine the costs associated with a specific activity. The Average Billable Rate (ABR) is applied unless a specific person is responsible for a specific activity and then that specific billable rate applies.

**Tag Cost:** A tag refers to the actual metal tag that is issues when a dog owner licenses their dog. The cost of a each tag is based on the purchase cost of all of the tags purchased for one licensing period and then that amount is divided by the total number of tags purchased.

**Dog License:** The cost associated with licensing a dog is based on 15 minutes at the ABR plus the actual cost of the tag for the city.

**Replacement Dog License:** This is based on the actual cost of the tag and one half of the amount of time it takes to process the original license at the ABR.

**Unaltered vs. Altered:** There is a significant difference between licensing fees, and other fees associated with altered and unaltered dogs. In instances when the City of Rio Dell is required to pick up and/or house a dog, if the dog is unaltered and goes unclaimed the dog is spayed and/or neutered at the facility which accounts for a portion of the associated costs. Dogs that are unaltered and at-large present the obvious problem of placing a greater burden on the community by being allowed to procreate without any hindrances. In instances when the Police Department picks up an unaltered dog the charge is increased as compared to picking up an altered dog. The reason is as stated above and the additional amount is based on one half of the average cost of spaying or neutering a dog (there are different rates depending on weight and whether the dog is male or female) in addition to the established fees for impoundment/redemption. Subsequent fees from the same owner/animal increase accordingly.

**Impoundment/Redemption:** This fee is based on the amount of time it takes to transport, complete paperwork, and any associated materials. The materials are generally paper generated to leave receipts with the animal care facility as well as paperwork retained at the police department.

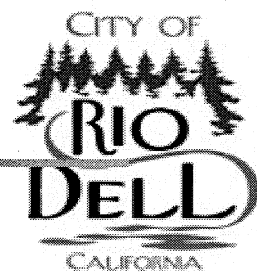
**Actual Costs:** When actual costs are identified in the ordinance this amount is arrived at by multiplying the billable rate of the involved employee(s) by the amount of time spent on the incident. It may also reflect the amount the City of Rio Dell was billed in instances when an outside agency is used to fulfill any tasks described in, or related to the Animal Control Ordinance.

**Quarantine fee:** This fee depends on how the quarantine is accomplished. If the animal is quarantined at our own facility (should that option ever become available to us), the animal owner will be charged one half hour per day at the ABR plus the Care costs (care costs established separately). The half hour per day accounts for the required inspection/care as well as associated documentation. If a dog is quarantined at an alternate facility not owned by the city (we often receive assistance from the City of Fortuna in this regard), the owner of the dog is charged the amount charged to the City of Rio Dell for the service, as well as two ABRH's for transport and processing of the dog. In cases where the dog is quarantined on the owner's property (as allowable by law) the rates are based on the inspection requirement (which takes 15 minutes for each day of quarantine) at the ABR for the Police Department.

**Care fee:** This fee is based on the required purchase of food for animals under quarantine. The amount arrived at is based on the purchase of one bag of food per month at a cost of \$25.00 per bag divided by 365 days per year. This amount is approximately \$.82 per day to feed a dog.

**Euthanasia Fee:** This fee is based on 1 ABRH plus any actual costs associated with the procedure.





*675 Wildwood Avenue*

*Rio Dell, CA 95562*

*(707) 764-3532*

TO: Honorable Rio Dell City Council  
FROM: Ron Henrickson, City Manager *RH*  
DATE: April 3, 2012  
SUBJECT: Discussion Regarding HCAOG Expanded Membership  
ATTACHMENT: HCAOG Agenda Report - February 2, 2012

**Background:**

Several years ago this same question arose and no action was taken. The question relates to expanding HCAOG membership to include tribal representation and possibly CSD's, such as McKinleyville. Some of the concerns expressed relate to the fact tribes can make political contributions, the lack of transparency (Tribes are not required to follow the Brown Act) and that tribes already receive transportation funding. With respect to CSD's the County maintains the roads and thus already provides representation.

As you will note in the Agenda Report a list of eight questions was set forth.

**Agenda Report – 02/23/12****HCAOG BOARD MEMBERSHIP**

On February 7<sup>th</sup>, the HCAOG Board subcommittee, formed at the January 26<sup>th</sup> Board meeting, met to discuss expanding membership of the HCAOG Board. The subcommittee has presented the following timeline for consideration:

**Feb – April:** *Gathering Information through 8 Questions / Sharing and Discussing Information Gathered / Determining if Additional Information is Desired.*

- February Meeting– Timeline proposal and questions in packet
- February Meeting – Discussion of committee’s proposed questions and timeline.
- February Meeting – Approval of Board to accept timeline, questions and steps proposed.
- February & March – HCAOG Board Members discuss questions with their individual City Council, City Manager, City Staff, etc. as needed to answer questions below.
- HCAOG Chair speaks at Tribal Chairman Meeting (March or April) about timeline for HCAOG to make a decision on the request for membership.
- April 5 – deadline to email responses to questions to HCAOG Office.
- April Meeting – Answers from/for all in Board packet.
- April Meeting Agenda Item – Board discussion and decision on which question responses need answered, by whom and in what form?

**May-June:** *Answering Board Member Questions*

- May & June meetings– Questions answered (various formats)

**August:** *Defining the Criteria for Membership*

- July - August Meeting Agenda Item- Formulating HCAOG membership criteria regarding Tribal representation.

**October:** *Decision by HCAOG Board*

- October Meeting Agenda Item -Vote

The subcommittee has developed the following eight questions for discussion and consideration. They have requested that, each Board member discuss these questions with their individual city and county representatives provide answers to these questions by April 5<sup>th</sup> for Board discussion at the April meeting.

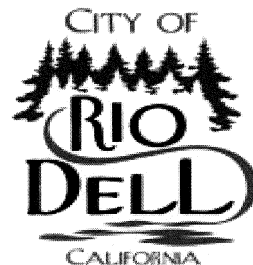
1. What are the opportunities you see in bringing Tribal representation to the HCAOG Board of Directors?
2. Which of these do you find to be the most beneficial?
3. What concerns do you have?

4. Which of these do you find to be the most disadvantageous?
5. Do you have additional questions you would like answered before voting on this item?
6. Who do you think you need to hear from in order to answer any questions you may have?
7. What form would you like to receive this information in – written document, public presentation, workshop, 1-page summary, diagrams, etc.?
8. Any additional thoughts you'd like to add?

**Staff Recommended Action:** Review, discuss and assess the timeline and proposed questions. By motion, approve to accept the timeline, questions and steps proposed. Direct staff to send final questions to each member by email with a return response request of April 5<sup>th</sup>.

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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



To: Honorable Rio Dell City Council

From: Graham Hill, Chief of Police *GH*

Through: Ron Henrickson, City Manager *RH*

Date: April 3, 2012

Subject: Amendment of existing Joint Use Agreement of School District Property between the School District and the City of Rio Dell

### **Council Action**

Receive information and provide staff with direction to either;

1. proceed with working with the School District to amend the existing agreement; or
2. provide staff with an alternate course of action

### **Background**

The item that is before you is a request for the City Council to consider the information presented for the purpose of amending an existing Joint Use Agreement between the Rio Dell School District and the City of Rio Dell.

This request stems from an inquiry via the Rio Dell Volunteer Fire Department in regards to the use of property owned by the Rio Dell School District for events associated with Wildwood Days for this coming August. Essentially the annual Wildwood Days events have grown over the last several years and had extended to the property located at the corner of Painter Street and Wildwood Avenue, where previously the logging event and the lawn mower races have been held. This is private property not owned by the city and has a planned development that will prevent events from being held at that location in the future. The area to the north of the baseball field that has been identified as an ideal location for events in the future, including the lawn mower racing event, and possibly additional events associated with Wildwood Days or outside of Wildwood Days.

The city has an existing joint use agreement with the school district for the use of school facilities that are specifically identified in that agreement. Those facilities and property as they currently exist consist of the parking lot off of Davis Street, the tennis courts adjacent to the parking lot, the baseball field to the west of the tennis courts, and the park area between the baseball field and Davis Street.



Wildwood Days special events would fall under community recreational events as identified within the current agreement and would not require amendment. The only items that require amendment would be the map that identifies those areas of District property that apply to the agreement, and a section within the agreement that deals with vehicle traffic. We would recommend that vehicle traffic limited to such traffic that would be necessary to set up for, or to facilitate the operation of a specific event, such as a Wildwood Days event like lawn mower racing or a logging show would be permitted.

The advantage of amending the existing agreement is that it increases the area the community has access to in order to facilitate community recreational activity, and allows us to regulate the activity that takes place there within the terms of the agreement. It also offers both the school and the city the opportunity to take a greater role in the Annual Wildwood Days event and centralizes activities to a more concentrated area where city facilities already exist (the park, the baseball field, and the tennis courts).

Chief Wilson and I met with the School Board to provide initial information of what we were seeking after having first met with the City Manager. The School Board is supportive in concept. One of the concerns of the School Board was the possibility of alcohol consumption being permitted on district property. They were advised the city would not permit alcohol on the property, as is the current practice which is in accordance with local and state law.

### **Budgetary Impact**

The budgetary impact is limited to staff time to prepare the amendment.

### **Recommendation**

Request staff to prepare an amendment, which would include review by the City Attorney and the Schools legal counsel, and bring that amendment before the School Board and City Council for further review and/or approval.

### **Attachments**

1. Existing Joint Use Agreement from 2007
2. Proposed map identifying additional area to be included within the Joint Use Agreement in the form of an amendment.

JOINT USE AGREEMENT  
THE RIO DELL SCHOOL DISTRICT AND THE CITY OF RIO DELL  
COLLABORATIVE AGREEMENT FOR USE OF FACILITIES

THIS JOINT USE AGREEMENT HAS BEEN PRODUCED BY AND FOR THE RIO DELL SCHOOL DISTRICT AND THE CITY OF RIO DELL, AS A COLLABORATIVE EFFORT TO CREATE COMMUNITY AT ALL PUBLIC FACILITIES THROUGHOUT THE CITY OF RIO DELL.

THIS Joint Use Agreement ("AGREEMENT") is dated as of <sup>February</sup> January 8, 2007, by and between the Rio Dell Unified School District ("DISTRICT"), a public school district duly organized and existing under the laws of the State of California and the City of Rio Dell ("CITY"), a municipal corporation and public body.

RECITALS

WHEREAS, DISTRICT is the owner of real property and improvements thereon in the City of Rio Dell, including facilities, which are used by CITY for community recreational and educational purposes; and

WHEREAS, the CITY maintains and improves facilities as funding allows for community recreational and educational purposes; and

WHEREAS, the CITY and DISTRICT desire to enhance and community's use of facilities owned by the CITY and DISTRICT for community recreational and educational purposes; and

WHEREAS, this AGREEMENT is entered into pursuant to the provisions of Education Code Section 10900, et. Seq.

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

1. TERM AND COMMENCEMENT

This AGREEMENT will commence as of the date in which the latter of CITY and DISTRICT approve and execute this AGREEMENT, and will continue for a period of twenty (20) years, unless sooner terminated as provided for hereinafter in Section 11. This AGREEMENT may be renewed for successive five (5) year terms. Such renewal will be deemed automatic unless AGREEMENT is sooner terminated as provided for hereinafter in Section 11 or upon written notice of intent not to renew given to the other party at least one (1) year prior to the expiration of AGREEMENT.

## 2. FACILITIES COVERED

The term "DISTRICT FACILITIES" will be used for the purposes of this AGREEMENT to mean certain fields, tennis courts, parking lots located on Rio Dell School District property located at 95 Center Street in Rio Dell as identified in Exhibit A and incorporated into the AGREEMENT.

The term "CITY FACILITIES" will be used for the purposes of this AGREEMENT to mean facilities owned by the CITY which are suitable for use by DISTRICT for educational and recreation activities

The term "FACILITIES" will be used for the purposes of this AGREEMENT to mean DISTRICT FACILITIES and CITY FACILITIES.

## 3. PERMITTED USES OF FACILITIES

A. Subject to the terms of this AGREEMENT, DISTRICT will permit CITY to use DISTRICT FACILITIES without charge for COMMUNITY RECREATIONAL ACTIVITIES as long as such use does not conflict with the regular conduct of public school and school-related educational and recreational activities.

B. Subject to the terms of this AGREEMENT, CITY will permit DISTRICT to use CITY FACILITIES, without charge, for DISTRICT educational and recreational activities, as long as such use does not conflict with the regular conduct of park, recreation, and community service activities sponsored by CITY.

## 4. SCHEDULING USE OF FACILITIES

A. DISTRICT and CITY will develop a master schedule for joint use of FACILITIES. DISTRICT and CITY will schedule quarterly meetings unless alternate meeting times are mutually agreed upon. At these meetings both parties will review and evaluate the status and condition of jointly used FACILITIES, and to modify or confirm the upcoming quarter's schedule. CITY and/or DISTRICT will provide summary minutes of these quarterly meetings.

B. CITY will have the responsibility for scheduling all use of CITY FACILITIES.

C. The CITY will also have the responsibility for scheduling the use of DISTRICT FACILITIES for COMMUNITY RECREATIONAL ACTIVITIES during non-school hours beginning at 4:00 p.m., until dusk, Monday through Friday, and all day Saturday and Sunday, as long as such use does not conflict with the regular conduct of public school and school related educational and recreation activities.

D. Scheduling requests for CITY and DISTRICT FACILITIES will be submitted on the approved standard form.

CITY and DISTRICT will provide the other with a minimum of fifteen (15) calendar days notice when canceling approved FACILITIES use dates. If either the CITY or DISTRICT cancels any approved reservation, the canceling party will make a reasonable effort to provide an appropriate alternative reservation site and/or time.

E. Unless otherwise agreed to by site specific agreement, each party will maintain its own facilities, in a state of good repair, provide day-to-day maintenance, janitorial services including clean and stock restrooms throughout the day, structural repair, and replacement or repair of any major equipment.

## 5. OBLIGATION OF CITY

During the term of this AGREEMENT, CITY hereby covenants and agrees to the following:

A. Upon the expiration of the term of this AGREEMENT, or upon the sooner termination thereof, and when surrendered, CITY will leave FACILITIES in as good order and condition as FACILITIES were at the beginning of their term of this AGREEMENT.

B. With respect to DISTRICT FACILITIES utilized by CITY, CITY will maintain, or cause to be maintained, as identified in site-specific agreements, turf in playing areas.

C. DISTRICT will have the right to make emergency repairs to facilities and improvements on active use areas.

D. Any obligation for the custodial service necessary to keep CITY FACILITIES in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT will be the CITY'S responsibility.

E. Allow no vehicles to enter upon DISTRICT FACILITIES except as may be necessary and authorized for the limited purposes of maintenance, operation, and delivery of goods and services or in designated public parking lots.

F. Appoint an employee with whom DISTRICT, or any other authorized agent of DISTRICT, may confer regarding the terms of this AGREEMENT.

G. Enforce all DISTRICT rules, regulations, and policies provided by the DISTRICT while directing community recreational and educational activities on DISTRICT FACILITIES.

H. Provide personnel necessary for the direction or supervision of activities sponsored by the CITY at DISTRICT FACILITIES.

I. Perform the normal maintenance of its own CITY FACILITIES as required under normal working conditions and fair wear and tear, unless otherwise addressed in a site-specific agreement.

J. CITY will hold user groups responsible for picking up trash and debris at school sites and parks and depositing it into the proper trash bins. Fields and adjoining areas affected by a user group's use must be picked up and cleared of all trash. CITY will encourage user group's to leave school and park areas immediately after games and practices safely and quietly, especially after late games insuring good neighbor practices in residential neighborhoods.

## 6. OBLIGATIONS OF DISTRICT

During the term of this AGREEMENT, DISTRICT hereby covenants and agrees to the following:

A. Appoint an employee with whom CITY, or any other authorized agent of the CITY, may confer regarding the terms of this AGREEMENT.

B. Enforce all CITY rules, regulations, and policies while directing community educational and recreational activities at CITY FACILITIES. The CITY will provide the DISTRICT with rules, regulations, and policies for each CITY FACILITY.

C. Provide personnel necessary for the direction or supervision of activities sponsored by the DISTRICT at CITY FACILITIES.

D. Notify the CITY when reconfiguring fields or parking lots, at least 30 days prior to doing such.

E. May provide and maintain additional toilet facilities at DISTRICT FACILITIES, if necessary, in conjunction with CITY activities. DISTRICT will approve and locate the type of toilet facilities being portable, mobile, temporary, or fixed. DISTRICT may require user groups to pay for the additional toilet facilities at DISTRICT FACILITIES.

F. Perform normal maintenance on DISTRICT FACILITIES as required under normal working conditions and fair wear and tear.

G. Any obligation for custodial services necessary to keep DISTRICT FACILITIES in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT will be the DISTRICT'S responsibility.

## 7. ADDITIONAL IMPROVEMENTS

A. CITY/DISTRICT will obtain prior written consent of CITY/DISTRICT to make any alterations, additions, or improvements to FACILITIES. CITY/DISTRICT understand that any such alterations, additions, or improvements must comply with all state and local standards.

B. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

C. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements at the expiration or termination of this AGREEMENT. "Good cause" includes reasons of health, safety, or the DISTRICT'S need for the FACILITY for educational purposes.

D. CITY/DISTRICT will have the right to make emergency repairs on any improvements made by the other and each party agrees to split the cost of such emergency repairs.

E. DISTRICT agrees to pay electrical, lighting, water, and other utility service costs associated with all alterations, additions, or improvements made by CITY upon DISTRICT FACILITIES, as identified in site-specific agreements when mutually beneficial to the DISTRICT.

F. If any alterations, additions, or improvements are destroyed by fire, war, earthquake, flood, storm, or other casualty beyond the control of the parties hereto, to such an extent which they cannot be restored to their previous condition within one hundred-twenty (120) days after the casualty, CITY will have the option to restore the structure or improvements to their condition as of the date of the casualty. In the event CITY does not elect to perform such restoration, CITY will remove all structures, improvements, and personal property from the site and return the site to its original condition, insofar as practical, unless otherwise mutually agreed. If site and improvements are destroyed by any of the causes enumerated above, and in the event they can be restored within one hundred-twenty (120) days after the casualty, CITY will restore them as soon as feasible. DISTRICT will do the same for alterations, additions, or improvements, which it has placed on CITY FACILITIES.

## 8. LIABILITIES AND INDEMNIFICATION

A. CITY is financially responsible for damages caused by CITY use of DISTRICT FACILITIES; DISTRICT is financially responsible for damages caused by DISTRICT use of CITY FACILITIES.

B. CITY will indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any

kind or nature arising out of or in connection with activities or programs sponsored by CITY at DISTRICT FACILITIES, except those which arise out of the sole negligence of DISTRICT.

C. DISTRICT will indemnify, defend, and hold harmless CITY, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by DISTRICT at CITY FACILITIES, except those which arise out of the sole negligence of CITY.

#### 9. ASSIGNMENTS AND SUBLEASE

A. CITY may enter into agreements of use by permit with groups for recreational and educational purposes. Such agreements for use are subject to and deemed to incorporate by reference all provisions of this AGREEMENT.

B. CITY may charge a fair and responsible fee or accept in-kind services from permitted users to offset the costs associated with the use of DISTRICT FACILITIES. Any fees generated for the use of District Facilities in the City of Rio Dell shall be turned over to the School District for the on-going maintenance of those facilities unless maintenance responsibility is established as the City's and in such case those funds will be retained by the City for on-going maintenance costs.

C. Neither CITY nor DISTRICT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other party.

#### 10. NOTICES

A. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to CITY:

City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562

Attention: City Manager

If to DISTRICT:

Rio Dell School District  
95 Center Street  
Rio Dell, CA 95562

Attention: Superintendent



## 11. TERMINATION

A. This AGREEMENT may be terminated only by mutual consent of both parties or with cause, at any time during the term hereof by either party of this AGREEMENT upon two (2) years written notice to the other party.

## 12. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this AGREEMENT will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this AGREEMENT. This AGREEMENT has been made and entered into in the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read as enforced as though it were included, as if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

## 13. AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between the parties with respect to the facilities listed in Exhibit "A". Both parties must in the form of a written amendment agree to any modifications.

## 14. WAIVER

The failure of CITY or DISTRICT to insist upon strict performance of any of the terms, conditions, or covenants in this AGREEMENT will not be deemed a waiver of any right or remedy which CITY or DISTRICT may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.



15. BINDING EFFECT

This AGREEMENT and all the terms, covenants, conditions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

IN WITNESS WHEREOF, this AGREEMENT has been duly approved by both DISTRICT and CITY.

DISTRICT:

CITY:

Rio Dell School District

City of Rio Dell

By: Sandy O'Donell  
(Insert typed name)  
President, Board of Education

By: R. L. Leonard  
(Insert typed name)  
Mayor R. L. Leonard

Dated: 2-8-07

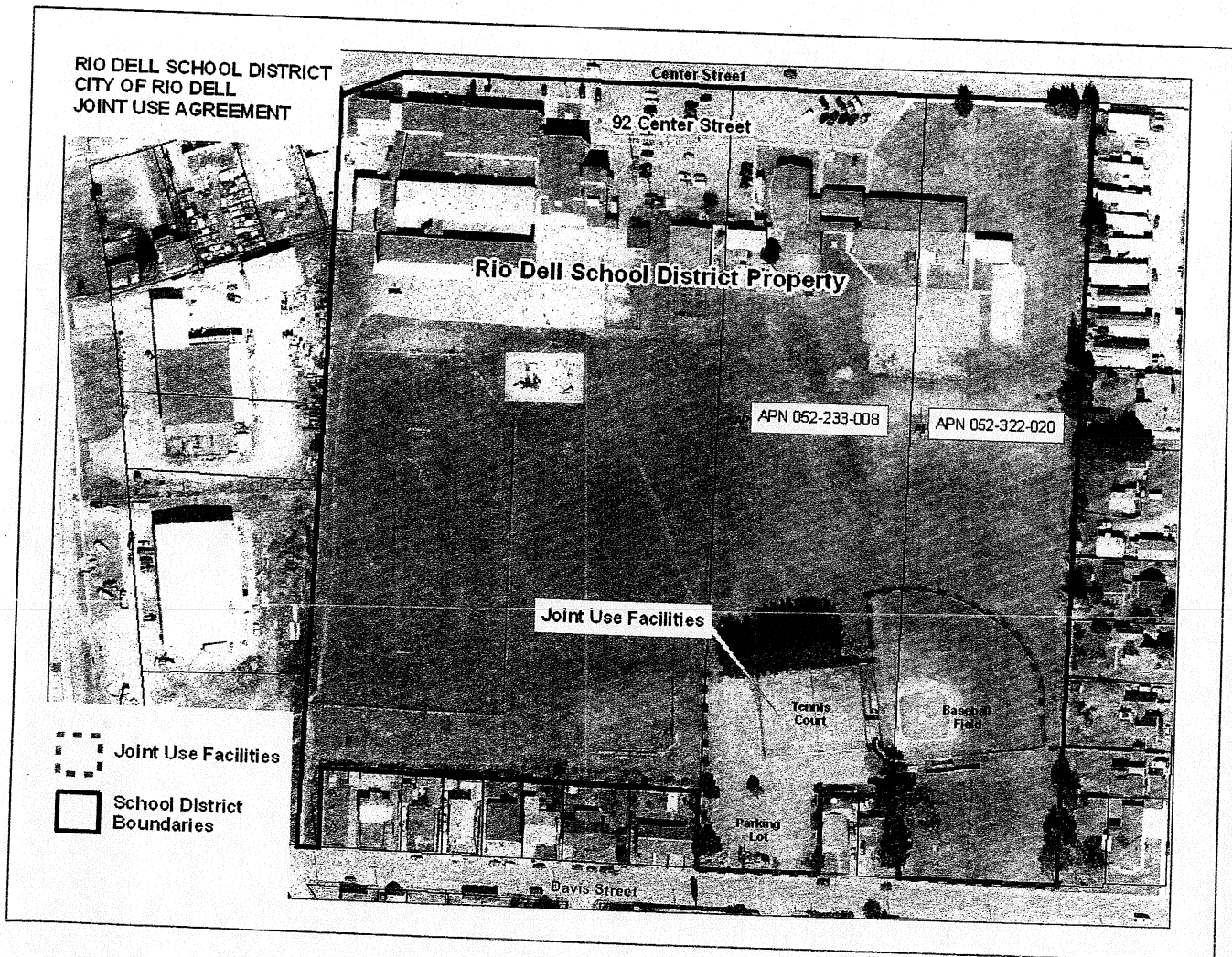
Dated: 1/29/07

## EXHIBIT "A"

FACILITIES that require a third party lease interest or sites with special provisions must be identified as such and are included in this AGREEMENT listed in Exhibit "A".

### FACILITIES

The Specified facilities are commonly known as the "tennis courts", "baseball fields", "parking lot", and "landscaping" located on the southern portion of Rio Dell School District property located at 95 Center Street in Rio Dell and is comprised of Assessor's Parcel's 052-322-020-000, and 052-233-008-000.



## EXHIBIT A

FACILITIES that require a third party lease interest or sites with special provisions must be identified as such and are included in this AGREEMENT listed in "EXHIBIT A"

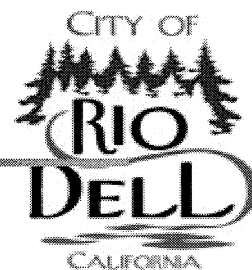
## FACILITIES

The Specified facilities are commonly known as the "Tennis Courts", "Baseball Fields", "Parking Lot" and "Landscaping" located on the southern portion of Rio Dell School District property located at 95 Center Street in Rio Dell and is comprised of Assessor Parcel Numbers 052-322-020 and 052-233-008.



Joint Use Facilities





*675 Wildwood Avenue*

*Rio Dell, CA 95562*

*(707) 764-3532*

TO: Honorable Rio Dell City Council  
FROM: Ron Henrickson, City Manager, *WH*  
DATE: April 3, 2012  
SUBJECT: HDR Contract Amendment No.2  
ATTACHMENT: HDR Contract Amendment No.2

**Council Action:**

By motion move to approve HDR Contract Amendment No. 2 for Project Administration services in an amount not to exceed \$\$317,998 and authorize the City Manager to execute the contract amendment.

**City Manager Recommendation:**

Approve Amendment No. 2.

**Background:**

On December 7, 2010, the Council approved a Contract with HDR for engineering design of the wastewater facility project No.2, and approval of the Notice to Proceed with certain tasks not to exceed \$99,874. The contract included a scope of work for the entire project, however, at the time the City had not arranged financing of the design cost

On January 4, 2011, the Council approved Amendment No.1 for design costs in an amount of \$689,985.

At this time the Council has awarded a contract for construction and it is proposed to amend the HDR contract (Amendment #2) to provide for construction administration services based on time and materials not to exceed \$317,998 payable monthly over the estimated 18 month construction period.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2010.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: December 7, 2010

b. Owner: City of Rio Dell

c. Engineer: HDR Engineering, Inc.

d. Project: Wastewater Treatment Plant Upgrade

2. *Description of Modifications*

- a. Engineer shall perform or furnish the following Additional Services:

Engineer will provide engineering services during construction for the Owner's Wastewater Treatment Plant Upgrade and Disposal Project (Project). The following tasks outline the services that will be provided upon the Owner's request:

**Task 1 - Preconstruction Meeting**

Engineer will attend the preconstruction meeting, along with Owner's staff, construction manager, and the contractor's representatives.

**Task 2 - Submittals**

Engineer will review the contractor's submittals, including shop drawings and operations and maintenance (O&M) manuals, for conformance with the contract documents (approximately 100 submittals are budgeted). Engineer will not be responsible for consultation or other services relating to construction means and methods, construction site safety, or labor compliance (including certified payroll).



### **Task 3 - Construction Meetings and Periodic Site Visits**

Engineer will participate in weekly construction meetings by telephone. Engineer will attend monthly construction meetings, as requested by the Owner. Engineer will visit the construction sites, as requested by the Owner, to assist the Owner in reviewing the acceptability of the work and to assist in resolving field problems. The budget for this task is based on up to 12 visits.

### **Task 4 - Contract Clarifications**

Engineer will answer questions and provide written interpretations of the requirements of the contract documents, and evaluate the acceptability of substitute materials and equipment. The budget for this task includes up to 60 clarifications and responses to requests for information (RFIs).

### **Task 5 - Contract Change Orders and Potential Changes**

Engineer will review contract change orders and potential changes prepared by the Owner, and review and make recommendations on contractor's price proposals. Engineer will prepare independent estimates as required. The budget for this task includes up to 25 potential change items and five change orders.

### **Task 6 - Startup and Testing**

Engineer will coordinate with Owner, contractor, and equipment supplier during facility startup and demonstration period of the biological treatment facility. Engineer will help address operational and performance problems identified during startup.

### **Task 7 - Final Site Visit**

Engineer will conduct final site visit to review final work and prepare punch list.

### **Task 8 - O&M Manual**

A final overall O&M manual will be prepared for the new wastewater treatment plant (excluding Aeromod biological treatment process) using the information prepared for the predesign report and construction documents, as supported by and referencing the information provided by the contractor at the close of construction and startup. The O&M manual will be a complete document with a process schematic, information on the operation of the facility, including operation of each piece of equipment, programming and normal facility setpoints, equipment specifications, general troubleshooting procedures, and a listing of service and support vendors. One PDF copy of the draft O&M manual will be submitted to the Owner for review and approval prior to preparing the final copies for binding. Three bound copies and one PDF copy of the final O&M manual will be provided to the Owner.

### **Task 9 - Record Drawings**

Engineer will prepare record drawings after receipt of field markups from the Owner.

**Task 10 - Project Management**

Engineer will provide project management for the duration of the project, which includes preparation of monthly invoices.

- b. The Scope of Services for additional services does not include the following:
  - i. Labor compliance, including certified payroll.
  - ii. Construction management, including daily monitoring and onsite inspections.
  - iii. Materials testing.
- c. For Additional Services or the modifications to services set forth above, Owner shall pay Engineer on a time and materials basis, in accordance with the rate schedule attached. In addition, remaining funds from the original contract may be used for these additional services or modifications, as approved by the City.
- d. The schedule for rendering services is modified as follows:

Construction phase services will be provided during an 18-month period, starting on the contractor notice to proceed date.
- e. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Payments to Engineer for Services and Reimbursable Expenses shall be made on a time and materials basis in accordance with the attached rate schedule.

3. *Agreement Summary (Reference Only)*

a. Original Agreement amount:	\$99,842
b. Net change for prior amendments:	\$690,017
c. This amendment amount:	\$317,998
d. Adjusted Agreement amount:	\$1,107,857

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: **Ron Henrickson**

By: **William F. Ettlich**

Title: **City Manager**

Title: **Senior Vice President**

Date  
Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**Table 1 - Estimated Work Effort and Cost**

City of Rio Dell

Wastewater Treatment Plant Upgrade and Disposal Project - Construction Engineering Services

Task No.	Task Description	Sr. Project Manager	Project Engineer	Architect	Structural Engineer	Sr. Electrical Engineer	Operations	CADD Tech	Project Controller	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
1	Preconstruction Meeting	8								2	10	\$2,321	\$ 232	\$ 2,553
2	Submittals (up to 100)	40	136	8	40	38		20		80	362	\$53,799	\$ 2,690	\$ 56,489
3	Monthly Construction Meetings and Periodic Site Visits (up to 12)	200			16	24				20	260	\$64,186	\$ 6,479	\$ 70,665
4	Contract Clarifications (up to 60)	30	80		20	38		40		60	268	\$40,700	\$ 2,035	\$ 42,735
5	Contract Change Orders (up to 5) and Potential Changes (up to 25)	38	59		20	38				20	175	\$31,847	\$ 1,592	\$ 33,440
6	Startup and Testing, and Project Closeout	16	16			16	16			8	72	\$14,007	\$ 1,401	\$ 15,408
7	Final Site Visit	8				8					16	\$4,124	\$ 412	\$ 4,537
8	O&M Manual	8	70			20	50	40		40	228	\$34,197	\$ 1,710	\$ 35,907
9	Record Drawings	10	40		8	8		140			206	\$30,315	\$ 3,032	\$ 33,347
10	Project Management	48	20						40	16	124	\$21,880	\$ 1,039	\$ 22,919
<b>COLUMN TOTALS</b>		<b>406</b>	<b>421</b>	<b>8</b>	<b>104</b>	<b>190</b>	<b>66</b>	<b>240</b>	<b>40</b>	<b>246</b>	<b>1,721</b>	<b>\$297,376</b>	<b>\$20,622</b>	<b>\$317,998</b>

HDR ENGINEERING, INC.  
STANDARD RATE SCHEDULE  
January to December 2012

City of Rio Dell  
*Wastewater Treatment Plant Upgrade*

Architect II	\$160
Architect I	\$154
CADD Manager	\$158
CADD Designer	\$144
CAD Technician VI	\$136
CAD Technician V	\$134
CAD Technician IV	\$125
CAD Technician III	\$120
CAD Technician II	\$115
CAD Technician I	\$108
Clerical II	\$70
Clerical I	\$58
Cost Estimator II	\$221
Cost Estimator I	\$130
Drafter III	\$92
Drafter II	\$90
Drafter I	\$88
Electrical Engineer IV	\$240
Electrical Engineer III	\$215
Electrical Engineer II	\$173
Electrical Engineer I	\$154
Engineer Intern	\$63
Environmental Specialist	\$190
Geotechnical Engineer II	\$193
Geotechnical Engineer I	\$101
Mechanical Engineer III	\$189
Mechanical Engineer II	\$161
Mechanical Engineer I	\$132
Planner	\$196

Project Controller III	\$138
Project Controller III	\$124
Project Controller I	\$118
Project Coordinator IV	\$92
Project Coordinator III	\$82
Project Coordinator II	\$80
Project Coordinator I	\$69
Process Engineer	\$173
Project Engineer VII	\$159
Project Engineer VI	\$156
Project Engineer V	\$139
Project Engineer IV	\$138
Project Engineer III	\$131
Project Engineer II	\$130
Project Engineer I	\$128
Project Manager	\$270
Staff Engineer VI	\$119
Staff Engineer V	\$114
Staff Engineer IV	\$108
Staff Engineer III	\$105
Staff Engineer II	\$99
Staff Engineer I	\$78
Structural Engineer II	\$221
Structural Engineer I	\$149
Technical Specialist II	\$283
Technical Specialist I	\$232
Transportation Engineer III	\$267
Transportation Engineer II	\$225
Transportation Engineer I	\$158

*Please Note: Rates include current overhead rate plus profit and are adjusted annually.*

## EXPENSES

### In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

*Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a five percent markup.*



675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager *WH*

DATE: April 3, 2012

SUBJECT: Wastewater Project #2 Agreement for Construction  
Management and Inspection Services

ATTACHMENTS: Contract for Construction Management and Inspection  
Services, Hirtzer Inspection Services

**Council Action:**

By motion move to approve the Contract for Construction Management and Inspection Services with Hirtzer Inspection Services in an amount not to exceed \$324,000 and authorize the City Manager to execute the contract.

**City Manager Recommendation:**

Approve the Contract for Construction Management and Inspection Services with Hirtzer Inspection Services.

**Background:**

In anticipation of awarding a construction contract for the Wastewater Project #2 the City solicited proposals for Construction Management/Inspection in March 2011. Unfortunately, due to many reasons the award of the construction contract was delayed.

The City received three responses: LACO Associates, SHN and Hirtzer Inspection Services. Both LACO Associates and SHN have performed work for the City in the past and both firms are capable. The city also explored utilizing HDR and GHD in a construction management/inspections role. However, after review it is

recommended that the City enter into an agreement with Hirtzer Inspection Services.

The purpose of employing a construction manager is to provide onsite oversight of the project every hour of every day work is performed. The construction manager works exclusively for the City and solely represents the interests of the City. In this instance the construction manager will also be performing certain inspections. The individual will function as a team with the construction administrator (HDR) , the testing firm (LACO Associates) and City project staff Stephanie Beauchaine – Finance Director, and Rick Chicora – Wastewater Superintendent, as well as the City Manager.

**Financial Impact:**

The cost of construction management and testing services is a project cost to be funded by a loan through the State Revolving Fund.

## CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Contract is entered into on April 3, 2012, by and between the **City of Rio Dell**, Rio Dell, California, a municipal corporation, hereinafter called **City** and **Kurt Hirtzer Inspection Services**, hereinafter called **Contractor**.

PROJECT: City of Rio Dell Wastewater Treatment Plant Upgrade and Disposal Project, hereinafter Project.

Contractor desires to provide construction management and inspection services to City of Rio Dell and certifies that he possesses the following qualifications:

- Division of the State Architect certification as a Certified Class 1 inspector per the requirements of the California Division of the State Architect.
- Experience inspecting previous construction projects with construction values over \$10,000,000.
- Has more than ten (10) years experience in construction work of a type similar to that for which he is proposed as Inspector; has a thorough knowledge of building materials; and is able to read and interpret plans and specifications.

City of Rio Dell desires to have construction management and inspection services for the project provided by Contractor. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES: Contractor will provide all duties as described in the Project Request for Proposal, including construction management and inspection of the Project. Inspections will be in accordance with the requirements of California Title 24, California Building Codes and all other applicable rules, statutes, and regulations.
2. PERFORMANCE OF SERVICES. Contractor shall act in the best interest of City in performing their duties. Contractor will provide onsite services at all times the general contractor is performing work on the Project. It is understood that typically work onsite shall encompass forty (40) per week from the hours of 7 AM to 3:30 PM and Saturdays as needed. In the event that said work shall require two inspectors onsite Contractor will provide for said inspections as part of their services. The Contractor will perform all onsite construction inspection services and documentation as enumerated in the Project Request for Proposals. The Contractor will be required to coordinate project documentation and questions with the Project Engineer, and the General Contractor. The Contractor will provide a Daily Report and Weekly report to the City of Rio Dell. In addition the Contractor shall do the following:
  - a) Prepare and maintain at the job site a "clean" set of as-built plans and specifications incorporating any changes approved by change orders.

- b) Coordinate material testing as required by the State, the Project Engineer or the City of Rio Dell for laboratory testing.
- c) Notify the City of Rio Dell testing laboratory when special inspections and material testing will be required.
- d) Attend pre-construction conferences, periodic job meetings, and any other special meetings as may be required by the City.
- e) Represent the City of Rio Dell including direct communication with the City Project staff and/or City Manager.
- f) Maintain a log of all inspections and a daily progress report. Semi-monthly reports to be submitted to the City of Rio Dell and the Project Engineer.
- g) Review with Project Engineer the percentages of work completion as set forth in the contractor's payment applications for each pay period.
- h) Provide photo records as determined to be necessary by the Contractor and/or City and Project Engineer.

The scope of work is further enumerated on Exhibit A, attached and made part of this agreement.

3. **CONTRACTOR PERSONNEL.** It is understood by Contractor and City that primary day to day onsite services will be performed by Richard McGowan. In the event that Mr. McGowan is not able to perform services required under this Contract, the Contractor shall immediately notify City in writing. Contractor may propose alternative personnel subject to approval of City or the City elect to terminate the Contract.
4. **PAYMENT.** The City will pay for services provided by the Contractor a monthly rate of \$18,000 for 18 months with the total fee not to exceed \$324,000 for all services rendered including insurance costs, subject to provisions under Article 5. The Contractor shall invoice the City of Rio Dell monthly for services provided.
5. **TERM.** Performance under this Contract shall commence on the date that the City of Rio Dell notifies Contractor to commence performance and shall terminate on the date the City of Rio Dell accepts the contractor's completion of all items on the "punch list" necessary or required by the City of Rio Dell to accept the project as completed, unless this Contract is terminated at an earlier date as set forth in Article 6 below.



It is anticipated that the project will be completed in 18 months. In the event that construction extends beyond 18 months and Contractor's term extends beyond 18 months, the Contractor and City shall mutually agree on Contractor remuneration which shall be documented in a written amendment to this Contract.

In the event that construction is completed in less than 18 months and Contractor has not reached a term of 18 months and further services of the Contractor are not required by City, City may elect to immediately terminate Contractor upon payment of 15% of the difference between \$324,000 and the total compensation due Contractor on the date of termination, thus reducing the total amount of compensation.

6. **TERMINATION.** If Contractor fails to perform their duties to the satisfaction of the City of Rio Dell, or if Contractor fails to fulfill in a timely and professional manner his obligations under this contract, or if Contractor violates any of the terms or provisions of this contract, then the City of Rio Dell shall have the right to terminate this agreement effective immediately upon the City of Rio Dell giving written notice thereof to the Contractor.

Either party may terminate this agreement on thirty (30) days written notice without cause. City of Rio Dell shall pay Contractor for all work satisfactorily completed as of the date of notice.

City may terminate the Contract per Article 5 for early Project completion.

City may terminate this contract immediately upon oral notice should funding cease or be materially decreased, or upon instigation of a lawsuit which has the effect of halting construction of the Project.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to City of Rio Dell, and not an employee of the City of Rio Dell. City of Rio Dell will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
8. **INJURIES.** Contractor acknowledges it is the Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor expressly waives any rights to recovery from the City of Rio Dell for any injuries that Contractor may sustain while performing services under this Contract.
9. **INSURANCE.** Contractor shall maintain General Liability and Professional Liability insurance policies in force throughout the term of this contract in the amount of \$1,000,000 combined single limit each occurrence and annual aggregate for each policy. City of Rio Dell shall receive 30 days written notice of any cancellation or modification of these required policies.

10. INDEMNIFICATION. The Contractor shall defend, indemnify, protect and hold harmless the City of Rio Dell, its board members, employees, agents, assigns, Project Engineer and attorneys (the RELEASED PARTIES) from any and all claims, expenses, judgments, demands, losses, liability, or injury including reasonable costs and attorneys fees arising out of or relating to any act or omission of the Contractor, or his or her agents or assigns. The provisions of this paragraph shall extend to all claims, demands, liabilities, expenses, judgments, losses, or injury including reasonable costs and attorney fees occurring after completion of the project as well as during the progress of the project.
11. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City of Rio Dell. Any attempted assignment of this contract is void and of no force or effect.
12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, return receipt requested, postage prepaid, addressed as follows:

City of Rio Dell:  
City of Rio Dell  
C/o City Manager  
675 Wildwood Avenue  
Rio Dell, CA 95562

Contractor:  
Kurt Hirtzer  
348 Foothill Drive  
Healdsburg, CA 95448

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

13. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other contract whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
14. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
15. SEVERABILITY. If any provision of this Contract shall be held to be invalid or

unenforceable for any reasons, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

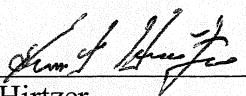
16. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
17. **APPLICABLE LAW.** The laws of the State of California shall govern this Contract.

**CITY:**

By \_\_\_\_\_  
Ron Henrickson, City Manager

Date: \_\_\_\_\_

**CONTRACTOR:**

By   
Kurt Hirtzer,  
Kurt Hirtzer Inspection Services

Date: 3/30/12

## CONSTRUCTION MANAGEMENT SCOPE OF WORK

### TASK 1 - PRE-CONSTRUCTION ACTIVITIES

- Document pre-construction conditions using digital photographs and video.
- Prepare agenda for pre-construction conference and distribute to all parties.
- Conduct pre-construction meeting with the contractor, geotechnical engineer, design engineer's project manager, and the Owner's project manager, and prepare and distribute meeting minutes to all parties.
- Establish coordination and communication procedures.
- Establish procedures for receiving, logging, and transmitting submittals, requests for information (RFIs), and requests for clarifications (RFCs).
- Setup project file, including an automated project documentation and file tracking system capable of recording, logging, storing, and retrieving information pertaining to all technical, financial, and administrative aspects of the project, including: shop drawings, RFIs, change orders, correspondence, progress payments, monthly cash flow projections, and other construction documents.
- Setup project trailer provided by the contractor, which will include a copier/scanner, microwave, and refrigerator. It is assumed that the contractor will provide a desk, chair, file cabinet, drafting table, working internet connection, bathroom, portable sewer connection or service, and working phone service for the project trailer.

### TASK 2 - CONSTRUCTION ACTIVITIES

- Act as liaison among the contractor, geotechnical engineer, design engineer, and the Owner to maintain wastewater operations during construction, scheduling of tie-ins, and shutdowns.
- Verify contractor has obtained all necessary permits prior to commencing work.
- Advise the Owner on items involving responsibilities of the contractor to comply with permits, regulations, and other statute requirements.
- Implement procedures for an effective system of cost control to track change orders, extra work requests, claims, trends, progress payments, etc. On a monthly basis, submit a brief report comparing actual cost against budget.
- Implement the automated project documentation and file tracking system, which will track RFIs, change orders, submittals, field memoranda and design clarifications, field orders, monthly cash flow projections, progress payments, and other miscellaneous contractor correspondence related to these items.

- Conduct weekly coordination and progress meetings with the contractor, geotechnical engineer, and Owner staff. Progress meetings shall include project status, new and outstanding issues, actions to be taken, schedule updates, and status of all logs, including submittals, RFIs, and change orders.
- Prepare and distribute all agendas and minutes to any necessary meetings. Hard copies or electronic copies distributed to attendees and interested parties.
- Prepare a checklist for items to be inspected, and coordinate with the contractor schedules for all aspects on construction.
- Provide on-site observation of construction activities. It is assumed that a full-time resident engineer/inspector will be on site for 18 months.
- Monitor contractor compliance to the Mitigated Monitoring and Reporting Program (MMRP) required by the project Environmental Impact Report (EIR). Per Specification Section 01560, the contractor, in its operations and execution of the work, shall be responsible to comply with the requirements of the MMRP, and shall assume the responsibility for any non-compliance violations.
- Coordinate and track results of the activities of testing laboratories, surveyors, and special inspectors as needed.
- Provide continual review of plans and specifications to verify work-in-place is of good quality and meets the requirements of the contract documents. The review will emphasize on potential improving constructability, reducing costs, eliminating ambiguities, and improving clarity. Immediately report any contract performance that deviates materially from approved plans, specifications, designs, or potential interference with plant operations.
- Verify that materials and equipment delivered and stored are in accordance with the contract documents.
- Provide digital pictorial logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on compact discs (CDs) and will identify the location of each photo, date, and place taken. The log will be continually maintained in chronological order within a three ring binder and digitally in JPG format (on CDs).
- Provide daily observation and documentation of all project related construction activities to check the quality and quantity of the work performed by all trades, and help guard the Owner against defects and deficiencies in the work of the contractors. Maintain thorough daily reports. As necessary, verify workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the intent of the construction documents, and recommend necessary remedial action to the Owner and contractor. The contractor is responsible for construction quality, means, and methods, and providing products and services that meet the contract requirements.
- Coordinate all RFIs and clarifications.
- Issue prompt written clarifications and interpretations of the contract documents in response to requests by the contractor.

- Review those submittals that are appropriate. Submittals requiring review by the design engineer shall be logged and transmitted for formal review.
- Track age of submittals and ensure timely processing per contract requirements.
- Track each submittal "age" to assure timely processing of submittals. Submittals will be tracked by number, Construction Specification Institute (CSI) section, action taken, date received, and date returned to the contractor.
- Review and compare the detailed list of submittals prepared by the contractor with contract specifications for both materials and equipment.
- Transmit and track submittals, and provide a summary of submittal status at each construction meeting.
- Quantify problems caused by unforeseen site conditions. In conjunction with the contractor, analyze and seek solution to the problem in the field. "No cost" solutions to field issues will be documented. Solutions with an associated cost will be handled as a potential change order and negotiated with the contractor.
- Prepare change orders, including findings of fact, record of negotiation, and fair cost estimate. All change orders will be reviewed for entitlement and merit to ensure that the work in question is not part of the contract work. Any time extension will also be documented in a change order.
- Receive and evaluate all notices of potential claims, and make recommendations to the Owner.
- Document information related to manpower, equipment, and time for extra work or force account work.
- Promptly respond and transmit clearly written RFIs and/or clarifications, change orders, handle filing and routing of communications among the contractor, design engineer, and Owner project manager, as needed.
- Provide accurate measure of completed work.
- Prepare and recommend progress payments. Payment applications will include original contract amount, previous payments, retention, change orders approved, current amount due, and amount remaining in contract.
- Review contractor's initial and monthly construction schedules for completeness in regards to specific milestones, float, sequencing, and critical path. Request updates, as appropriate, and track delays or accelerations based on actual contractor operations.
- Develop punch list items and follow-up with corrective measures.
- Assist the Owner in the enforcement of warranties.
- Maintain separate set as-builts.
- Monthly, confirm that as built drawings are maintained.

### TASK 3 - POST-CONSTRUCTION ACTIVITIES

- Coordinate and schedule final inspection with Owner representatives.
- Coordinate walkthrough at substantial completion with the Owner's representative and design engineer's representative to compile punch list.
- Verify completion of punch list items.
- Conduct post-construction meeting with the contractor, geotechnical engineer, and Owner staff after all work is completed, including punch lists.
- Coordinate, participate, and document startup and testing of all project systems with the design engineer, Owner, and contractor. Submit to Owner all completed and approved testing from contractor.
- Prepare and distribute Partial Utilization and Substantial Completion Certificates documents for facilities completed and/or placed in service.
- Prepare notice of substantial/final completion. Notify surety (Owner will issue).
- After the contractor receives a Tentative Certificate of Substantial Completion, conduct and coordinate final inspection, prepare punch list items, and manage follow-up of corrective measures.
- Prepare recommendation for final acceptance of the project, manage the completion of deficient work by the contractor, and verify certifications of materials installed.
- Confirm that the contractor has completed and finalized the as-built drawings and documentation that shall be provided to the design engineer at project completion.
- Review as-builts (record drawings) with contractor for accuracy and completeness.
- Verify that the lien releases have been submitted and are on file with the Owner.
- Prepare and recommend final payment, which will include review status of stop notices, mechanic liens, and other claims against the project.
- Prepare a final construction report summarizing major events and milestones for the project. The report will identify problems experienced during the project, and how these problems can be avoided in future projects; as well as a summary of the nature and cause of all change orders, and pitfalls to be avoided in future projects. The report will be submitted in both hardcopy and digital PDF format.
- Transmit all construction documentation to the Owner, which includes a CD copy of the project management data files and description of files to the Owner upon project completion.
- Once all work is complete, deliver a statement indicating that to the best of our knowledge and belief, after diligent investigation, including satisfaction of other obligations under the

agreement, the project has been completed in accordance with the construction contract documents and recommends acceptance.